

U.S. Department of Justice

Washington, DC 20530

Received by NSD/FARA Registration Unit 04/30/2021 8:14:31 PM

Exhibit A to Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Willkie Farr & Gallagher LLP	2. Registration Number 6957
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3. Primary Address of Registrant
787 Seventh Avenue
New York, NY 10019

4. Name of Foreign Principal The Foreign Principal is the Ad Hoc Board of Petróleos de Venezuela, S.A. (or, "PDVSA Ad Hoc Board"), which directly or indirectly owns PDV Holding, Inc. ("PDVH"), CITGO Holding, Inc., ("CITGOH") and CITGO Petroleum Corporation ("CPC"), the entities for which registrant acts as legal counsel.	5. Address of Foreign Principal N/A
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6. Country/Region Represented
The Bolivarian Republic of Venezuela

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country¹
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input checked="" type="checkbox"/> Other (<i>specify</i>) <u>Board of Directors of state-owned corporation</u> |
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

N/A

b) Name and title of official with whom registrant engages

N/A

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

N/A

b) Aim, mission or objective of foreign political party

N/A

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The Ad Hoc Board of Petróleos de Venezuela, S.A. is the U.S. recognized representative of Venezuela's state-owned oil company Petróleos de Venezuela, S.A.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐ *

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐ *

* Unknown

11. Explain fully all items answered "Yes" in Item 10(b).

Venezuela is the sole stockholder of Petróleos de Venezuela, S.A. ("PDVSA"), the Venezuelan state-owned oil and natural gas company. In February 2018, pursuant to the Statute that Governs the Transition to Democracy to Reestablish the Full Force and Effect of the Constitution of the Bolivarian Republic of Venezuela (the "Democracy Transition Statute") enacted by the Venezuelan National Assembly, Venezuela's Interim President, Juan Gerardo Guaidó Márquez, appointed the PDVSA Ad Hoc Board. In February 2019, Interim President Guaidó appointed a new ad hoc board for PDVSA, and Venezuela's National Assembly ratified his appointments.

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

4/30/2021

Matthew Feldman

/s/ Matthew Feldman

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Willkie Farr & Gallagher LLP

2. Registration Number

6957

3. Name of Foreign Principal

The Foreign Principal is the Ad Hoc Board of Petróleos de Venezuela, S.A. (or, "PDVSA Ad Hoc Board"), which directly or indirectly owns PDV Holding, Inc. ("PDVH"), CITGO Holding, Inc. ("CITGOH") and CITGO Petroleum Corporation ("CPC"), the entities for which registrant acts as legal counsel.

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? January 14, 2019
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Act as legal counsel on behalf of CPC, PDVH, CITGOH.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Attachment A to Exhibit B.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The engagements described above included in-person meetings, calls, and emails. The details regarding these activities are included in the index of communications filed as an attachment to the short-form registration statements filed concurrently with this registration.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

N/A

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
N/A			

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
See Attachment C to the Registration Statement for a full description of fees received.			

Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
See Attachment D to the Registration Statement for a full description of disbursement s made.			

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
4/30/2021	Matthew Feldman	/s/ Matthew Feldman

Exhibit B: Attachment A

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The activities that are the subject of this registration involve efforts by the U.S.-based CITGO entities to engage with the U.S. Government on one particular aspect of the Venezuelan sanctions regime, specifically General License 5. Until October of 2019, General License 5 exempted one subset of the Maduro regime's creditors from general prohibitions under the sanctions regime that otherwise would have precluded those creditors from executing on shares of CITGO Holding, Inc. that were purportedly attached as collateral to the so-called 2020 PDVSA bonds. The U.S.-based CITGO entities would have suffered harm had that license remained in operation when the Maduro regime defaulted on those bonds, as it was widely expected to do, in October of 2020. Anticipating that scenario, and hoping to avoid a number of harms that would have resulted to the CITGO entities in the event of a default over which the CITGO entities had no control, Registrant, on behalf of CPC and its U.S. parent companies, met with representatives of a number of offices in the U.S. Executive and Legislative branches of government. In those meetings, the registrant represented the CITGO entities and attempted to persuade the U.S. Government that General License 5 should be amended or repealed in order to avoid harm to CITGO, including a potentially costly and destabilizing control contest involving years of litigation, and U.S. foreign policy objectives. One of those U.S. foreign policy objectives was promoting the transition of control over PDVSA from the Maduro regime to the Guaidó Government, and registrant assisted CITGO to explain why the policy objectives it favored would also promote that particular U.S. foreign policy objective. Eventually, the Executive Branch agreed that General License 5 should be modified, and suspended its operation on October 24, 2019.

In addition to the political activities described above, registrant acts as legal counsel to the CITGO entities for a variety of corporate, compliance, and litigation matters. Specifically, registrant provided legal services related to the following matters:

- Legal services provided on behalf of CITGO Petroleum Corporation, CITGO Holding Inc., and/or PDV Holding Inc. relating to compliance with economic and trade sanctions, including interactions with the U.S. Government relating to general and specific licenses issued by the Office of Foreign Assets Control at the Department of Treasury, including (as a subset) the political activities at issue in this registration.
- Legal services provided on behalf of CITGO Petroleum Corporation, CITGO Holding Inc., and/or PDV Holding Inc. relating to anti-corruption and anti-money laundering compliance, including compliance with the Foreign Corrupt Practices Act and related authorities. The legal services performed in this category did not involve lobbying or political activities as defined by FARA.
- Legal services provided on behalf of CITGO Petroleum Corporation, CITGO Holding Inc., and/or PDV Holding Inc. involving legal services related to various commercial transactions. The legal services performed in this category did not involve lobbying or political activities as defined by FARA.

- Representing CITGO Petroleum Corporation, CITGO Holding Inc., and/or PDV Holding Inc. in litigation matters, including litigation in the Delaware Court of Chancery involving a challenge to the validity of the Boards of Directors of those entities under Delaware law. The legal services performed in this category did not involve lobbying or political activities as defined by FARA.

Willkie has never entered into any engagement agreement with PDVSA, the Ad Hoc Board of PDVSA, or the Bolivarian Republic of Venezuela.

WILLKIE FARR & GALLAGHER LLP

1875 K Street, N.W.
Washington, DC 20006-1238

Tel: 202 303 1000
Fax: 202 303 2000

PRIVILEGED AND CONFIDENTIAL

January 11, 2019

Alexandro Escarra
Vice President, Legal
CITGO Petroleum Corp.
1293 Eldridge Parkway
Houston, TX 77077

Re: Representation of CITGO Holding Inc., CITGO Petroleum Corp., and PDV Holding Inc.

Dear Mr. Escarra:

Thank you for retaining Willkie Farr & Gallagher LLP (“Willkie Farr” or the “Firm”). This letter is to confirm that Willkie Farr has been retained by CITGO Holdings Inc., CITGO Petroleum Corp., and PDV Holdings Inc. (the “Clients”) for the matters referred to below, and sets forth the terms of our representation to ensure that you and we have a common understanding of the engagement. This engagement does not create an attorney-client relationship with any persons or entities related to the Clients, such as parents, subsidiaries, affiliates, employees, officers, directors, shareholders or partners.

Scope of Engagement

Willkie Farr has been retained to represent the Clients in connection with advice regarding U.S. and global sanctions regimes, anti-corruption issues, and such other matters as you and we may agree from time to time.

To avoid any confusion, we wish to point out that the services to be rendered by Willkie Farr will not include any legal advice other than with respect to applicable U.S. law. As part of our engagement, we will, of course, assist any other counsel you may retain in connection with these matters.

We expect that in connection with our work for you, you will provide us with clear, timely and accurate instructions; you will provide all documentation required for the matter in a timely manner; and you will review our advice and any documentation we produce carefully to ensure that it is in accordance with your requirements. It is important that you let us know if you think there is any additional information which might be relevant to the matter and may have a bearing on the advice given or document drafted.

During the course of our representation, you may seek our professional opinions or beliefs regarding the likely outcome of your legal matters or the likely effectiveness of various courses of action. Any expressions (solicited or otherwise) on our part concerning such possible outcomes or courses of action are expressions of our best professional judgment, but are not guarantees.

NEW YORK WASHINGTON HOUSTON PALO ALTO PARIS LONDON FRANKFURT BRUSSELS MILAN ROME

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January 11, 2019
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Record Retention

We will maintain records in connection with this engagement in accordance with the Firm's records retention policy, as may be amended from time to time.

Fees and Client Charges

Willkie Farr generally charges for legal services based on the hourly rates of the attorneys and staff performing the work. These rates vary by seniority and experience. At present, the Firm's standard hourly rates range from \$1,100 to \$1,600 for partners and senior counsel, \$370 to \$1,070 for associates, other attorneys and law clerks, and \$250 to \$410 for paralegals. Rates are subject to change generally on an annual basis and such changes are typically effective as of October 1. The applicable rates are those in effect at the time the services are rendered.

The Firm also will bill you for our regular disbursements and other charges incurred in connection with our engagement, which include such items as duplicating, word processing, long distance telephone, electronic legal research, travel, secretarial overtime and the like. In some situations, we may request an advance for such client charges and disbursements.

During the course of our representation you may ask us for an estimate of the amount of time and other client charges that will be needed to complete the engagement or particular tasks. Because of the inherent uncertainties involved in the legal services required by this engagement, it is not possible to make such estimates with reasonable precision. Any estimates that we provide will be based on our experience and various assumptions and will not constitute a maximum or a fixed fee for the costs of our services to you and our actual fees could be higher or lower.

Payment is due upon receipt of our statements. Payment may be made by wire transfer to Citibank N.A., 153 East 53rd Street, New York, New York 10022, account number 09257961 and ABA number 021000089. Alternatively, payment may be made by check made out to Willkie Farr & Gallagher LLP and sent to us at 787 Seventh Avenue, Attention: 2nd Floor, Accounting, New York, New York 10019.

You agree that should full payment not be made within 30 days of statement presentation, the Firm may, in its sole discretion, charge an additional 1 percent per month of any fees or client charges not paid within the 30-day period.

References to Client Name

Consistent with the New York Rules of Professional Conduct, the Firm advises you that it may on occasion reference the Client's name in a context (such as biographies, practice and website descriptions) which may be deemed to constitute lawyer advertising and that by signing a copy of this letter you consent to the Firm's doing so, subject of course to our obligation to preserve client confidences and any other obligation with which lawyers must comply under any applicable disciplinary rules.

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Conflicts of Interest

Before we begin representing a particular client, we try to determine whether there are any conflicts of interest that would interfere with our representation of that client's interests. Should we determine in the course of our representation that a conflict has arisen, we will immediately notify you. We similarly ask you to notify us if you become aware of any actual or potential conflicts of interest. If either you or we conclude that our representation should or must be terminated, we will do our best to protect your interests by assisting in providing a smooth transition to new counsel.

As we have advised you, each of the Clients has the right to retain separate counsel in connection with this engagement. You have told us, however, that joint representation by Willkie Farr is currently the most appropriate option for you. Based on the information the Clients have given us, we are not aware of any conflict of interest that would preclude us from representing all of you. Nonetheless, each Client should understand and must accept the following considerations and risks associated with a joint representation.

1. As a general matter, communications between a client and its counsel are privileged and confidential. In a joint representation, each of the participating clients is entitled to know what any of the other clients has told us, as well as what we have learned from third parties in connection with the representation. As among the jointly represented clients, there is no privileged or confidential information concerning matters within the scope of the representation. In other words, by agreeing to a joint representation, each of you agrees that Willkie Farr may not, need not and will not keep any secrets from either one of you. On the other hand, each client's communications to us in the course of the joint representation will generally be privileged as to third parties. Similarly, as a general matter, each jointly represented client is obliged to protect the confidences of the other jointly represented client from disclosure to third parties. However, if a dispute were to arise between any of the jointly represented clients, information communicated in the course of the joint representation would not be privileged or confidential in a proceeding to resolve the dispute.

2. Joint representation requires that all participating clients take common positions as to all issues. As counsel to a group of jointly represented clients, Willkie Farr cannot take inconsistent positions for different members of the group. There is always the potential that the individual interests of one Client may not be the same as the interests of the other Clients. In that circumstance, Willkie Farr, as counsel for the jointly represented Clients, will have to take the position that will be in the best interests of the Clients as a whole. Willkie Farr will at all times act in the best interests of the Clients as a whole and in keeping with its professional responsibilities.

3. Based on our present understanding of the facts and the issues in the engagement, we do not now expect a divergence of interest to occur between the Clients, but it is possible that this could change. If a divergence or conflict of interest were to arise between the Clients, Willkie Farr would have to consider recommending our withdrawal from representing one or more of you. Each of you acknowledges and agrees that if Willkie Farr determines that it needs to withdraw from representing one or more of you, (a) we may continue to represent the other Clients at our sole option, (b) any disclosures made to us prior to our withdrawal may be used in the representation of the remaining

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Clients and (c) whichever of you from whose representation we have withdrawn will need to retain separate counsel and shall not seek to disqualify Willkie Farr from representing the remaining Clients hereunder.

4. There is also the possibility that a Client may choose to withdraw from the joint representation under circumstances where there is not a divergence or conflict of interest that necessitates separate representation of the withdrawing Client. This should not interfere with our ability to continue to represent the remaining Clients. Accordingly, each Client understands and agrees that in the event such Client withdraws from the joint representation under such circumstances, such Client hereby (a) consents to our continuing representation of the remaining Clients, (b) agrees that all information provided by such Client to Willkie Farr prior to the Client's withdrawal from the joint representation may be used in the representation of the remaining Clients and (c) agrees that the Client will not seek to disqualify Willkie Farr from continuing to represent the remaining Clients.

You may wish to review these considerations and risks associated with a joint representation and the advantages and disadvantages of joint representation generally with separate counsel of your own choosing.

Willkie Farr represents and in the future will represent many other clients. Some may be direct competitors of Clients or otherwise may have business interests that are contrary to Clients' interests. It is even possible that, during the time we are working for you, an existing or future client may seek to engage us in connection with an actual or potential transaction or pending or potential litigation or other dispute resolution proceeding in which such client's interests are or potentially may become adverse to Clients' interests.

We ask each Client to confirm that (i) Willkie Farr may continue to represent or may undertake in the future to represent any existing or future client in any matter (including, but not limited to, transactions, litigation or other dispute resolutions), even if the interests of that client in that other matter are directly adverse to Client, as long as that other matter is not substantially related to this or our other engagements on behalf of Client and does not require us to use proprietary or other confidential information of a non-public nature concerning Client acquired by Willkie Farr as a result of our representation of Client; (ii) Client hereby waives any conflict of interest that exists or might be asserted to exist and any other basis that might be asserted to preclude, challenge or otherwise disqualify Willkie Farr in any representation of any other client with respect to any such matter; and (iii) Client intends for its consent to be effective and fully enforceable, and to be relied upon by Willkie Farr.

Data Privacy and Use of Client Data

In the course of performing our services, the Firm may need to collect and/or process data that it receives from you. By signing below, you consent to the Firm's collection and processing of any data you may provide to us (or authorize to be provided to us) in the course of the Firm's performing our services, including, without limitation, data that may constitute personally identifiable information, and confirm that you are authorized to provide any such data to us (or to have a third party do so).

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Likewise, you consent to the Firm's transferring any such data to, or accessing such data in, any jurisdiction where the Firm may operate, which includes countries that may not offer comparable levels of data protection. In addition, you consent to the Firm's sending communications, such as updates on legal developments, newsletters, invitations to events, or other messages we believe might be of interest to you, to any email address, postal address or other contact information that you may provide to us. You may unsubscribe at any time by contacting us. All of the foregoing activities are governed by the Firm's privacy policy, which can be found on our website.

Termination

You have the right to terminate the Firm's engagement upon written notice at any time. The Firm also has the right, subject to professional codes of conduct, to terminate its engagement, upon written notice, in the event that our statement is not paid in full in a timely manner, or in the event the Firm determines, in its sole discretion, that continuing services to you would be unethical, improper or otherwise inappropriate. The total outstanding amount plus any additional amounts for legal services and other Client charges incurred up to the date of, and subsequently as a consequence of, termination will be immediately due and payable upon presentation of our final statement.

The engagement will be considered terminated at the earlier of (i) Client's termination of the representation, (ii) Willkie Farr's withdrawal from the representation, or (iii) the completion of Willkie Farr's substantive work for the Client, which, in the absence of a letter notifying you of the completion of the engagement, shall be presumed to occur six months after the rendition of the final bill.

If this engagement is terminated and you engage us again, the terms of this engagement letter shall apply to such subsequent engagement unless we agree otherwise in writing.

Dispute Resolution

If you disagree with the amount of our fees or other charges at any time, or if you have any concern as to any other matter related to or arising out of our engagement, including the nature and quality of our services, please discuss any such questions or concerns with us. In the event any dispute cannot be resolved informally, you agree to resolve any and all disputes with the Firm, or with any of our lawyers or staff arising from or relating to our work for you, including but not limited to disputes over fees and charges or disputes relating to the nature and quality of our services, exclusively through private and confidential binding arbitration in New York City before three neutral arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. This arbitration clause and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, exclusive of conflict or choice of law rules.

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We also advise you that in the event of a dispute that cannot be readily resolved, you may have the right to request arbitration in New York City under Part 137 of the Rules of the Chief Administrator of the Office of Court Administration of the New York State Unified Court System or under applicable bar association procedures. By signing this engagement letter, you waive that right and agree to binding private arbitration as provided above.

Careful review of this letter will ensure your understanding of the terms of the Firm's representation. Please raise and discuss with me any questions you may have.

This letter shall be binding upon and inure to the benefit of the respective successors and permissible assigns of the Firm and you, as the case may be.

If this letter accurately summarizes the agreement between Willkie Farr and you, please indicate your approval and acceptance by signing the enclosed copy of the letter and returning it to me. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above. If you would like to discuss any of these matters, please give me a call.

Sincerely,



David Mortlock

AGREED TO AND ACCEPTED THIS

14th DAY OF January, 2019

CITGO Holding Inc.

CITGO Petroleum Corp.

PDV Holding Inc.

*

By: 

** Subject to CITGO Outside Counsel Guidelines*